

CONTRACT MODIFICATION AGREEMENT

DATE: November 1, 2006

CONTRACT NO: DPA-06-044

MODIFICATION NO: 1

ISSUED BY: Commonwealth of Virginia
Department of Social Services
2-1-1 VIRGINIA/I&R
7 N. Eighth Street, 6th Floor
Richmond, VA 23219

CONTRACTOR: Council of Community Services

COMMODITY: 2-1-1 VIRGINIA/Information & Referral Services

MODIFICATIONS

This Supplemental Agreement is entered into pursuant to the provision of the basic contract.

PURPOSE:

The purpose is to provide funds totaling \$2,361,270 for the two-year contract period, July 1, 2006 – June 30, 2008, which would include an increase of \$849,940. The original award was \$1,511,330; however, there is an additional appropriation of \$211,740. There was also a budget amendment passed by the General Assembly that provides \$250,000 each year from the general fund and \$144,100 each year from non-general funds to expand the current Information & Referral System to include the Northern Virginia area, as stated in the original sole source contract, as well as to expand the hours of operation from 8:30 a.m. until 5:00 p.m. to 8:30 a.m. until 12 midnight seven days a week. Funds in the amount of \$150,000 will remain at VDSS for upgrading the 2-1-1 VIRGINIA Web site and purchasing software.

The contractor shall attach a work plan and budget to this document. The budget for the period of July 1, 2006 – June 30, 2007 should not exceed \$1,105,635.

CONTRACTOR

PURCHASING AGENCY

By: Pamela Kestner-ChappelearBy: Wallace G. HarrisTitle: PresidentTitle: Chief Operating Officer

Date: _____

Date: _____

Commonwealth of Virginia Standard Contract

Contract Number: DPA-06-044

This contract entered into this 1st day of July, by Council of Community Services, Information & Referral Services, hereinafter called the "Contractor" and Commonwealth of Virginia, Department of Social Services, Division of Community and Volunteer Services, Information & Referral Program called the "Purchasing Agency."

WITNESSETH that the Contractor and the Purchasing Agency, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF SERVICES: The Contractor shall provide the services to the Agencies of the Commonwealth of Virginia as set forth in the Contract Documents.

PERIOD OF PERFORMANCE: From July 1, 2006 through June 30, 2008.

The contract documents shall consist of:

- (1) This signed form;
- ((2) The attached purchasing description which consists of:

The Scope of Work, and/or item description
The General Terms and Conditions
The Special Terms and Conditions all of which documents are incorporated herein
Appendix A, Code of Virginia
Appendix B, Work Plan from July 1, 2006 to June 30, 2008
Appendix C, Budget Summary of VDSS Funds and Match Funds from July 1, 2006 to June 30, 2008

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

CONTRACTOR:

PURCHASING AGENCY:

Signature

Signature

By: Pam Kestner-Chappelear

By: Wallace G. Harris

Title: President

Title: Chief Operating Officer

The release of funds by VDSS related to this grant is contingent upon approval of a state budget for the 2006-2008 biennium by the General Assembly and Governor.

Note: This public body does not discriminate against faith-base organizations in accordance with the *Code of Virginia*, 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

SCOPE OF WORK AND DELIVERABLES

The Council of Community Services, Information & Referral Services shall provide the following:

- All services as described in Appendix A, *Code of Virginia*, Sections 63.2-222 - Establishment of system and 63.2-227 - Regional providers; duties of the *Code of Virginia*.
- Utilize IRis software to merge regional resource data into the statewide 2-1-1 VIRGINIA database.
- Conduct quarterly meetings with the sole source contractor to review and evaluate the progress of the project.
- Complete and submit a written quarterly progress report no later than 30 days following the end of the last month in each quarter. The quarterly report may include the following:

Executive Summary
Recommendation for Change
Cost for Services Provided
Number of Contacts with People Needing Assistance and a Percentage
Number of Referrals to Human Service Resources and Percentage
Top 10 Needs of Information and Referral Inquirers
Top Five Unmet Needs and Percentages
Work Plan Status Report
Customer Satisfaction Report
Other(s) as agreed upon by the Contractor and Purchasing Agency.

- Complete a written Annual Report to be posted to the 2-1-1 VIRGINIA Web site which may include:

History and Purpose of the System
Information and Referral Design
List of the Six Regional 2-1-1 VIRGINIA/I&R Providers
Responsibilities of Subcontractors Defined
Virginia Statewide 2-1-1 VIRGINIA/I&R System Service Flow Chart
Significant Outcomes of the Statewide 2-1-1 VIRGINIA/I&R System
Service Delivery Results
Comparison of Costs to Revenue by Funding Sources
Other(s) as agreed upon by the Contractor and Purchasing Agency.

- Complete a two-year work plan (Appendix B) and budget (Appendix C) that itemize all expenditures of the Statewide Information & Referral System to cover the periods of July 1, 2006 – June 30, 2008, not to exceed \$1,511,330. The budget for the period of July 1, 2006 – June 30, 2007 should not exceed \$755,665.
- Develop and roll out 2-1-1 VIRGINIA in Northern Virginia in partnership with VDSS.

The Virginia Department of Social Services will provide the following:

- All services as described in Appendix A, *Code of Virginia*, Section 63.2-222.

GENERAL TERMS AND CONDITIONS

- A. **VENDORS MANUAL:** This contract is subject to the provisions of the Commonwealth of Virginia *Vendor's Manual* and any revisions thereto, which are hereby incorporated into this contract in its entirety. A PDF version of the Manual is available on-line through the Department of General Services, Division of Purchases and Supply at: <http://dps.dgs.virginia.gov/dps/Manuals/manuals-bottom.htm>.
- B. **APPLICABLE LAWS AND COURTS:** This contract shall be governed in all respects by laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.
- C. **ANTI-DISCRIMINATION:** The Contractor certifies to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
 2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- D. **ETHICS IN PUBLIC CONTRACTING:** By submitting their proposals, offerors certify that their proposals are made without collusion or fraud, and that they have not offered or received any kickbacks or inducements from any other offer, supplier, manufacturer, or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

- E. **IMMIGRATION REFORMS AND CONTROL ACT OF 1986:** The contractor certifies that it does not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform Act of 1986.
- F. **DEBARMENT STATUS:** The contractor certifies that it is neither currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this contract nor an agent of any person or entity that is currently so barred.
- G. **ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia under said contract.
- H. **PAYMENT:**
1. To Prime Contractor:
 - a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number, Social Security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships and corporations).
 - b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days.
 - c. Any goods or services provided under this contract or purchase order that are to be paid with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
 - d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
 - e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges that appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges that it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).

2. To Subcontractors:

- a. A contractor awarded a contract under this solicitation is hereby obligated:
 - (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - (2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
- b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one (1) percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in a.(2) above. The date of mailing of any payment by U.S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to subcontractor may not be construed to be an obligation of the Commonwealth.

I. PRECEDENCE OF TERMS: Paragraphs A-H of these General Terms and Conditions shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

J. TESTING AND INSPECTION: The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

K. ASSIGNMENT OF CONTRACT: A contractor shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.

L. CHANGES TO THE CONTRACT: Changes can be made to the contract in any of the following ways:

1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or

- c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed, if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia *Vendor's Manual*. Neither the existence of a claim nor a dispute resolution process, litigation, or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract, generally.

- M. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the Commonwealth may have.
- N. **INSURANCE:** The contractor certifies it has the following insurance coverage. The contractor further certifies that the contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

INSURANCE COVERAGES AND LIMITS REQUIRED:

1. Worker's Compensation – Statutory requirements and benefits.
 2. Employers Liability - \$100,000.
 3. Commercial General Liability - \$500,000 combined single limit. Commercial General Liability is to include Premises/Operations Liability, Products and Completed Operations Coverage, and Independent Contractor's Liability or Owner's and Contractor's Protective Liability. The Commonwealth of Virginia must be named as an additional insured when requiring a Contractor to obtain Commercial General Liability coverage.
- O. **DRUG-FREE WORKPLACE:** During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontractor or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession, or use of any controlled substance or marijuana during the performance of this contract.

SPECIAL TERMS AND CONDITIONS

- A. AUDIT:** The Contractor, at its own expense, shall have an independent audit performed annually in accordance with the OMB Circular A-133, if an institution of higher learning or other non-profit institution, or OMB Circular A-128, if a state or local government agency. Three copies of the audit report shall be sent to the Purchasing Agency within thirty (30) days after receipt of the report by the institution or agency. The contractor hereby agrees to retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said material during said period.
- L. AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- M. CANCELLATION OF CONTRACT:** The Commonwealth reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon sixty (60) days written notice to the Contractor. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- N. SMOKE-FREE ENVIRONMENT:** By signing this contract, the contractor certifies to the Commonwealth that it will comply with the requirements of Public Law 103-227, Part C – Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), which requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provisions of health, day care, education, or library services to children under the age of 18, if the services are funded by federal programs whether directly or through state or local governments, by federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for in-patient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 per day and/or the imposition of an administrative compliance order on the responsible entity.
- The Contractor agrees that it will require the language of this certification to be included in any sub-awards (subcontractors or purchase orders) that contain provisions for children's services so that the provisions will be binding upon each subcontractor or vendor.
- O. MINORITY/WOMEN OWNED BUSINESSES SUBCONTRACTING AND REPORTING:** Where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the Contractor is encouraged to offer such business to minority and/or women-owned businesses. Names of firms may be available from the Commonwealth and/or from the Division of Purchases and Supply. When such business has been subcontracted to these firms and upon completion of the contract, the Contractor agrees to furnish the purchasing office the following information: name of firm, telephone number, total dollar amount subcontracted, and type of product/service provided.
- P. PRIME CONTRACTOR RESPONSIBILITIES:** The Contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he/she may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the Prime Contractor. The Contractor agrees that he is fully responsible for the acts and omissions of subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.
- Q. CONTRACTOR AS INDEPENDENT CONTRACTOR:** During the performance of this contract, the Contractor shall be regarded as an independent contractor and not as an agent or employee of the Purchasing Agency or the Commonwealth of Virginia. The Contractor shall be responsible for all its own insurance and federal, state, local, and social security taxes.
- R. EQUIPMENT:** Equipment purchases under the terms of this contract shall be limited to the equipment indicated in the attached budget. Equipment purchased under this contract shall be retained by the Contractor during the period of performance of the contract. Ownership of equipment purchased under this contract shall revert to the Commonwealth at the end of the contract period unless ownership is transferred to the Contractor by the

Commonwealth in writing. No depreciation or use charges on equipment purchased under this contract shall be claimed on this or any future contract with the Commonwealth of Virginia or any of its agents.

- S. **CONFIDENTIALITY:** Any information obtained by the Contractor concerning recipients of services under this agreement shall be treated as confidential in accordance with relevant provisions of State and Federal law.
- T. **CONTRACTOR PERFORMANCE:** The Commonwealth may monitor and evaluate the Contractor's performance under the contract through analysis or required reports, expenditure statements, site visits, interviews with or surveys of relevant agencies/organizations and individuals having knowledge of the Contractor's services or operations, audit reports, and other mechanisms deemed appropriate by the Commonwealth. Performance under this contract shall be a primary consideration for extension of this contract and may be a consideration in future contract awards and negotiations.
- U. **OWNERSHIP OF MATERIALS:** Ownership of all data, material, reports, studies, photographs, negatives, films, videos, or other documents prepared by the Contractor in the performance of its obligations under this contract shall belong exclusively to the Commonwealth and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an applicant shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the applicant must invoke the protection of this section prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons protection is necessary. The Contractor shall not use, willingly allow, or cause to have used such materials for any purpose other than performance of the Contractor's obligation under this contract without the prior written consent of the Commonwealth.
- M. **SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.
- 1. **COMPENSATION TO THE CONTRACTOR:** Compensation to the Contractor for delivered services shall be as follows:
 - 1. Actual expenditures shall be invoiced pursuant to approved line-item budget categories in Appendix C. Deviations from approved line-item budget of more than \$500 in any line item shall be submitted in writing immediately to the Purchasing Agency for the Purchasing Agency's prior approval at least thirty (30) calendar days prior to the intended effective date.
 - 2. The invoice period shall be monthly. The Contractor shall invoice the Purchasing Agency each invoice period on forms supplied by the Purchasing Agency and shall submit an invoice showing no services delivered if that is the case in any invoice period. The Purchasing Agency shall not be obligated to pay for services when the Contractor fails to submit monthly invoices for such service within thirty (30) calendar days after the close of the invoice period in which services were delivered. Invoices which are correct and are received by the Purchasing Agency within ten (10) calendar days after the close of the invoice period shall be processed and paid no later than thirty (30) calendar days after the close of the invoice period. Those invoices received later shall be processed and paid with the next invoice. The June invoice must be estimated and submitted in advance. A letter from the Purchasing Agency will notify the Contractor of the deadline for June invoice submission. All revenue from the sale of products derived through activities performed pursuant to this contract shall be reported to the Purchasing Agency and may be applied as an adjustment to defray costs for the Purchasing Agency.
 - 3. If the Contractor fails to correctly provide any service and/or reports as specified in this contract, and in the time period specified herein, the Purchasing Agency may withhold payment of invoices until said services and/or reports are provided. All services provided by the Contractor pursuant to this contract shall be performed to the satisfaction of the Purchasing Agency, and in accord with applicable federal, State, and local laws, ordinances, rules, and regulations. The Contractor shall not receive payment for work found by the Commonwealth to be unsatisfactory, or performed in violation of federal, State, or local laws, ordinances, rules, or regulations.

4. The Contractor shall maintain accounting records to support all requests for reimbursement. These records shall be available for review by the State. Expenditures will be monitored by the Division of Community and Volunteer Services.
5. Matching funds for this contract shall not be used as match for any other funding source. The match must be directly related to supporting the activities necessary for project success. Federal funds may not be used as a match for other federal funds.
6. Salaries for existing county or city employees shall not be paid from funds expended under this contract.
7. All invoices submitted by the Contractor must contain the contract number, the Federal Identification Number, and be submitted to:

Virginia Department of Social Services
Division of Community and Volunteer Services
Attention: 2-1-1 VIRGINIA/I&R Program Manager
7 N. Eighth Street
Richmond VA 23219-3301

2. **EXCESSIVE DOWNTIME:** Equipment or software furnished under the contract shall be capable of continuous operation. Should the equipment or software become inoperable for a period of more than two (2) consecutive calendar days, the Contractor shall promptly replace the equipment or software at no charge upon the request of the Purchasing Agency. Such replacement shall be with new, unused product(s) of comparable quality, and must be installed and operational within three (3) days following the request for replacement.
3. **TITLE TO SOFTWARE:** By entering into this contract, the Contractor represents and warrants that it is the sole owner of the software or, if not the owner, that it has received all legally required authorizations from the owner to license the software, has the full power to grant the rights required by this solicitation, and that neither the software nor its use in accordance with the contract will violate or infringe upon any patent, copyright, trade secret, or any other property rights of another person or organization.

APPENDICES

APPENDIX A

STATEWIDE HUMAN SERVICES INFORMATION & REFERRAL Code Of Virginia

§ 63.2-222. Establishment of system

There shall be created a statewide human services information and referral system designed to:

1. Collect and maintain accurate and complete resource data on a statewide basis;
2. Link citizens needing human services with appropriate community resources to satisfy those needs;
3. Assist in planning for human services delivery at the local, regional and state levels; and
4. Provide information to assist decision-makers in allocating financial and other resources to respond to state and local human service priorities. (1984, c. 402, § 63.1-314.1; 2002, c. 747.)

§ 63.2-223. through 63.2-225. Repealed by Acts 2003, cc. 54 ad 75

§ 63.2-226. Duties of Department

The Department shall assume administrative responsibilities for the statewide system. In this capacity, the Department shall establish an office to:

1. Develop a plan for the design and implementation of a statewide human services information and referral program;
2. Coordinate and supervise the implementation and operation of the information and referral program;
3. Coordinate funding for the system;
4. Select regional providers of information and referral services;
5. Supervise coordination of information management among information and referral regions across the Commonwealth;
6. Encourage effective relationships between the system and state and local agencies and public and private organizations;
7. Develop and implement a statewide publicity effort;
8. Provide training, technical assistance, research, and consultation for regional and local information and referral centers, and to localities interested in developing information and referral services;
9. Determine a core level of services to be funded from state government resources;
10. Coordinate standardization of resource data collection, maintenance and dissemination;
11. Stimulate and encourage the availability of statewide information and referral services; and
12. Develop and implement a program for monitoring and assessing the performance and success of the information and referral program. (1984, c. 402, § 63.1-314.5; 1990, c. 915; 2002, c. 747; 2003, cc. 54, 75.)

63.2-227. Regional providers; duties

There shall be established a regional system of providers of information and referral services. The Department shall select the regional providers. The regional providers shall:

1. Collect, maintain and disseminate resource data;
2. Provide citizen access to information about resources throughout the Commonwealth;
3. Assist in planning functions by providing selected data to the Department on a regular basis;
4. Provide data to public and private agencies other than the Department on a contractual basis;
5. Cooperate with the state administering agency;
6. Seek funds from available sources;
7. Maintain effective relationships between the system and state and local agencies and public and private organizations; and
8. When feasible and appropriate and within the limits of available funds, establish satellite offices or develop cooperative agreements with local information and referral groups and resource and referral groups that can assist the regional providers in performing their duties and responsibilities. (1984, c. 402, § 63.1-314.6; 1990, c. 915; 2002, c. 747; 2003, cc. 54, 75.)

§ 63.2-228. Repealed by Acts 2003, cc. 54 and 75.

APPENDIX B

WORK PLAN

FROM: 07/01/06 TO 06/30/08

2-1-1 VIRGINIA/INFORMATION & REFERRAL

CONTRACTOR NAME: Council of Community Services

APPENDIX B**Goal #1: CODE OF VIRGINIA § 63.2-227:** Collect, maintain and disseminate resource data**Objective #1:** To provide comprehensive information and referral services**Desired Results:** The 2-1-1 VIRGINIA/I&R database will contain accurate, legitimate, up-to-date and comprehensive human services information

Strategies (Methods) & Activities (Action Steps)	Staff Responsible	Evaluation Measures	Begin Date	End Date
Provide 2-1-1 VIRGINIA services via telephone and Internet from 8:30 a.m. until midnight, seven days a week. (Note: Combines items 1-3 in Contract Modification 1)	Sole Source Contractor	100% compliance; Roanoke Contractor and Subcontractors will provide service during designated hours and will arrange for alternate coverage by another Subcontractor when needed	07/01/06	06/30/08
1. Promote 2-1-1 VIRGINIA/Statewide I&R Services through distribution of 2-1-1 promotional items (pens, brochures, etc) and Quick Guides by participating in public outreach activities as requested by VDSS. (Note: Combines items 4&5 in Contract Modification 1)	Sole Source Contractor	Distribute 2-1-1 VIRGINIA promotional materials and maintain record of agencies/individuals that receive items	07/01/06	06/30/08
2. Increase new public, private and faith-based human service resources into the 2-1-1 VIRGINIA/ I&R database, designating faith based organizations as such.	Sole Source Contractor	Add new resources in the Statewide database in the contract year to equal 2% within the contract year using a 06-07 baseline number of 21,420 resources and showing an increase to 21,850	07/01/06	6/30/08
3. Include all state and local child-serving agencies within the Commonwealth in the Virginia Statewide Information & Referral System database.	Sole Source Contractor	100% compliance; Statewide database will include all state and local child-serving agencies	07/01/06	6/30/08

WORK PLAN

FROM: 07/01/06 TO 06/30/08

2-1-1 VIRGINIA/INFORMATION & REFERRAL

CONTRACTOR NAME: Council of Community Services

APPENDIX B**Goal #1: CODE OF VIRGINIA § 63.2-227:** Collect, maintain and disseminate resource data**Objective #1:** To provide comprehensive information and referral services**Desired Results:** The 2-1-1 VIRGINIA/I&R database will contain accurate, legitimate, up-to-date and comprehensive human services information

4. Utilize the VDSS licensed childcare listing when referring callers to childcare programs.	Sole Source Contractor	100% compliance; record and report number of 2-1-1 calls relating to childcare annually	07/01/07	6/30/08
5. Implement a 2-1-1 VIRGINIA call center in the Northern Virginia Region.	Sole Source Contractor	Contract with an agency/organization to provide 2-1-1 VIRGINIA services from 8:30 a.m. to 5:00 p.m. Monday through Friday	09/07/07	06/30/08

WORK PLAN

FROM: 07/01/06 TO 06/30/08

2-1-1 VIRGINIA/INFORMATION AND REFERRAL

CONTRACTOR NAME: Council of Community Services

APPENDIX B**Goal #2: CODE OF VIRGINIA § 63.2-227:** Provide citizen access to information about resources throughout the Commonwealth**Objective #1:** To increase access to information on services through the use of technology for the residents of the Commonwealth**Desired Results:** The number of visits on the Statewide web site and the customer call rate of the Statewide Human Services Information and Referral System in Virginia will increase.

Strategies (Methods) & Activities (Action Steps)	Staff Responsible	Evaluation Measures	Begin Date	End Date
1. Promote the use of the Statewide Web site.	Sole Source Contractor	Increase number of visits per year by 5% using 20,300 as the FY06-07 baseline resulting in 21,900 hits in 07-08. (an increase of about 400 hits per quarter)	07/01/06	06/30/08

WORK PLAN

FROM: 07/01/06 TO 06/30/08

2-1-1 VIRGINIA/INFORMATION AND REFERRAL

CONTRACTOR NAME: Council of Community Services

APPENDIX B

Goal #3: CODE OF VIRGINIA § 63.2-227: Assist in planning functions by providing selected data to the Virginia Department of Social Services on a regular basis

Objective #1: Provide data for the Commonwealth as requested by the Virginia Department of Social Services to identify trends in customer needs

Desired Results: Decision-makers will have a better understanding of the needs of the clients and the clients will have an advocate for their needs in the Commonwealth

Strategies (Methods) & Activities (Action Steps)	Staff Responsible	Evaluation Measures	Begin Date	End Date
1. Submit quarterly reports to VDSS about 2-1-1 VIRGINIA/I&R activities.	Sole Source Contractor	Submit 100% of the quarterly reports (4 total, one per quarter) with the following information and data, such as: <ul style="list-style-type: none"> • Call Volume • Contact Type • Top 10 Needs • Top 5 Unmet Needs • Follow-up and Advocacy Report • Customer Satisfaction Data • Number of Web Hits • Number of new public, private and faith-based resources entered into the regional database • Number of agencies/programs formally updated • Number of 2-1-1 VIRGINIA promotional items distributed 	07/01/06	10/31/06 01/31/07 04/30/07 07/31/07 10/31/07 01/31/08 04/31/08 07/31/08

WORK PLAN

FROM: 07/01/06 TO 06/30/08

2-1-1 VIRGINIA/INFORMATION AND REFERRAL

CONTRACTOR NAME: Council of Community Services

APPENDIX B

Goal #3: CODE OF VIRGINIA § 63.2-227: Assist in planning functions by providing selected data to the Virginia Department of Social Services on a regular basis

Objective #1: Provide data for the Commonwealth as requested by the Virginia Department of Social Services to identify trends in customer needs

Desired Results: Decision-makers will have a better understanding of the needs of the clients and the clients will have an advocate for their needs in the Commonwealth

Strategies (Methods) & Activities (Action Steps)	Staff Responsible	Evaluation Measures	Begin Date	End Date
2. Compile an Annual Report for the 2-1-1 VIRGINIA/Statewide Information & Referral System.	Sole Source Contractor	100% compliance; Submit Annual Report to VDSS in the approved format	07/01/06	07/25/07 07/23/08
3. Distribute data to assist in planning and identifying trends in customer needs	Sole Source Contractor	100% compliance; Upload Annual Report to the Statewide Website	07/01/06	07/31/07 07/31/08

WORK PLAN

FROM: 07/01/06 TO 06/30/08

2-1-1 VIRGINIA/INFORMATION AND REFERRAL

CONTRACTOR NAME: Council of Community Services

APPENDIX B

Goal #4: CODE OF VIRGINIA § 63.2-227: Provide data to public and private agencies other than the Virginia Department of Social Services on a contractual basis

Objective #1: Provide data for the Commonwealth as requested by public and private agencies to identify trends in customer needs

Desired Results: Increased utilization of the Statewide 2-1-1 VIRGINIA/I&R System by other State Departments under fee for service contracts

Strategies (Methods) & Activities (Action Steps)	Staff Responsible	Evaluation Measures	Begin Date	End Date
1. Fulfill requirements of contracts with state agencies (Dept. of Health, Dept. of Mental Health, Retardation, Substance Abuse, etc.).	Sole Source Contractor	Provide a list of new or renewal 2-1-1 VIRGINIA/I&R Memoranda of Understanding (MOUs) with state agencies to VDSS and the Sole Source Contractor within 10 days of receipt of signed contract.	07/01/06	10/31/06 01/31/07 04/30/07 07/31/07 10/31/07 01/31/08 04/31/08 07/31/08

WORK PLAN

FROM: 07/01/06 TO 06/30/08

2-1-1 VIRGINIA/INFORMATION AND REFERRAL

CONTRACTOR NAME: Council of Community Services

APPENDIX B**Goal #5: CODE OF VIRGINIA § 63.2-227:** Cooperate with the state administering agency**Objective #1:** To strengthen the Statewide Human Services Information and Referral System**Desired Results:** The Statewide Human Service Information and Referral System will function as a single seamless Statewide System

Strategies (Methods) & Activities (Action Steps)	Staff Responsible	Evaluation Measures	Begin Date	End Date
1. Update and adhere to the provisions outlined in the 2-1-1 VIRGINIA/Statewide I&R Manual.	Sole Source Contractor	100% compliance; Provide annual updates to the I&R Guidance Manual	07/01/06	05/01/08
2. Serve as liaison between 2-1-1 VIRGINIA/I&R System and agencies under the Secretariat of Health & Human Services in order to establish and maintain a mutual relationship between the 2-1-1 VIRGINIA/I&R System and members of the Secretariat.	Sole Source Contractor	Provide an annual update on 2-1-1 VIRGINIA and ensure accuracy of agency information in the database to the Secretary of Health and Human Services by letter, e-mail, telephone, or in person.	07/01/06	06/30/08
3. Conduct monthly 2-1-1 VIRGINIA/I&R meetings and/or conference calls with sub-contractors assuring regional provider participation.	Sole Source Contractor	100% compliance; Submit 12 monthly meeting minutes. A copy of the final minutes will be sent to VDSS within five business days of the subcontractor meetings.	07/01/06	
4. The Sole Source Contractor will have Memoranda of Understanding and/or contracts in place with all sub-contractors which provide a work plan which follows the Code of Virginia for each regional provider.	Sole Source Contractor	100% compliance as evidenced by an annual site visit which evaluates all aspects of the work plan.	07/01/06	06/30/08

WORK PLAN

FROM: 07/01/06 TO 06/30/08

2-1-1 VIRGINIA/INFORMATION AND REFERRAL

CONTRACTOR NAME: Council of Community Services

APPENDIX B**Goal #6: CODE OF VIRGINIA § 63.2-227:** Seek funds from available sources**Objective #1:** Diversify funding sources in cooperation with the Virginia Department of Social Services for a stronger Statewide Human Services Information and Referral System**Desired Results:** An incremental increase in revenue from sources other than the contract with the Virginia Department of Social Services

Strategies (Methods) & Activities (Action Steps)	Staff Responsible	Evaluation Measures	Begin Date	End Date
1. Solicit additional funding resources (non-profit grants, private foundations, etc.).	Sole Source Contractor	Submit a minimum of 4 solicitations in the contract year and provide copies of letter of award and/or letters of denial to VDSS and Sole Source Contractor within 10 days of receipt	07/01/06	06/30/08
2. Explore funding opportunities between the -2-1-1 VIRGINIA/I&R System, agencies listed under the Secretariat, other state agencies (such as Virginia Department of Emergency Management) and statewide organizations (such as Senior Navigator).	Sole Source Contractor	100% compliance; as evidenced by 4 Outreach proposals submitted per year (at least 1 per quarter)	07/01/06	06/30/08

WORK PLAN

FROM: 07/01/06 TO 06/30/08

2-1-1 VIRGINIA/INFORMATION AND REFERRAL

CONTRACTOR NAME: Council of Community Services

APPENDIX B**Goal #8: CODE OF VIRGINIA § 63.2-227:** Collect, maintain and disseminate resource data & seek funds from available sources**Objective #1:** To expand the current service of the 2-1-1 VIRGINIA/Statewide Information & Referral System**Desired Results:** Expand 2-1-1 VIRGINIA and secure additional financial resources for expanded service

Strategies (Methods) & Activities (Action Steps)	Staff Responsible	Evaluation Measures	Begin Date	End Date
1. Secure contracts with state, regional and local agencies that include usage of the toll-free 2-1-1 VIRGINIA/I&R telephone number.	Sole Source Contractor	100% compliance; Secure or maintain 2 state and/or local agreements within the contract year for use of the toll-free 2-1-1 VIRGINIA/I&R telephone number and submit copy of contract to VDSS and Sole Source Contractor within 10 days of execution	07/01/06	10/31/06 01/31/07 04/30/07 07/31/07 10/31/07 01/31/08 04/31/08 07/31/08
2. Conduct quarterly meetings between VDSS and Sole Source Contractor (either in person or by conference call).	Sole Source Contractor	100% compliance; Submit 4 quarterly meeting minutes.	07/01/06	08/03/06 11/02/06 02/01/07 05/03/07 08/02/07 11/01/07 02/07/08 05/01/08
3. Hire two outreach specialists on a contractual basis to expand the visibility and use of 2-1-1 VIRGINIA; including the promotion of partnerships with local and regional agencies or programs.	Sole Source Contractor	A minimum of (34) 2-1-1 VIRGINIA informational meetings will be coordinated and facilitated across the Commonwealth. Outreach specialists will be "on call" to assist the Contractor and Subcontractors as needed	01/01/07	06/30/08

WORK PLAN

FROM: 07/01/06 TO 06/30/08

2-1-1 VIRGINIA/INFORMATION AND REFERRAL

CONTRACTOR NAME: Council of Community Services

APPENDIX B**Goal #8: CODE OF VIRGINIA § 63.2-227:** Collect, maintain and disseminate resource data & seek funds from available sources**Objective #1:** To expand the current service of the 2-1-1 VIRGINIA/Statewide Information & Referral System**Desired Results:** Expand 2-1-1 VIRGINIA and secure additional financial resources for expanded service

Strategies (Methods) & Activities (Action Steps)	Staff Responsible	Evaluation Measures	Begin Date	End Date
4. Obtain and/or maintain signed agreements with local and regional human service agencies and resource and referral agencies when beneficial to the 2-1-1 VIRGINIA/Statewide I&R System and as necessary to meet 2-1-1 Accreditation standards (Local Volunteer Agency/Network, Local Aging Agency, Local Child Care Resource & Referral, Local Crisis Centers, local 9-1-1s).	Sole Source Contractor	New or renewal contracts with local and regional agencies will be submitted to VDSS and Sole Source Contractor within 10 days of execution	07/01/06	10/31/06 01/31/07 04/30/07 07/31/07 10/31/07 01/31/08 04/31/08 07/31/08
5. Participate in Virginia Alliance of Information & Referral Systems 2-1-1 Task Force.	Sole Source Contractor	100% compliance; Regional 2-1-1 Service Providers must have representation on the 2-1-1 Task Force	07/01/06	07/31/07 07/31/08
6. Hire on a contractual basis an individual or agency to write grants for the Statewide Information & Referral System to maintain and expand the 2-1-1 VIRGINIA service.	Sole Source Contractor	Submit evidence of six grant proposals for maintaining and expanding the 2-1-1 VIRGINIA service	12/01/06	06/30/08

APPENDIX C

BUDGET – MATCH DOCUMENTATION

APPENDIX C

July 1, 2006 TO June 30, 2008CONTRACTOR NAME: Council of Community Services

BUDGET CATEGORY	2006-2007 VDSS REQUEST	2007-2008 VDSS REQUEST	TOTAL VDSS TWO YEAR REQUEST	TOTAL MATCH AMOUNT	TOTAL 2-1-1 VIRGINIA -I&R PROGRAM COMPONENT
SALARIES	\$627,845	\$699,616	\$1,327,461	\$121,163	\$1,448,624
EMP. BENEFITS	\$154,080	\$184,852	\$338,932	\$36,499	\$375,431
POSTAGE	\$497	\$2,051	\$2,548	\$22,135	\$24,683
RENT & UTILITIES	\$11,039	\$15,955	\$26,994	\$175,968	\$202,962
EQUIPMENT	\$0	\$0	\$0	\$89,312	\$89,312
PRINTING	\$5,913	\$13,970	\$19,883	\$36,520	\$56,403
CONSUMABLE SUPPLIES	\$1,190	\$2,950	\$4,140	\$21,635	\$25,775
TRAVEL	\$895	\$5,647	\$6,542	\$17,870	\$24,412
HARDWARE	\$0	\$0	\$0	\$9,700	\$9,700
SOFTWARE	\$0	\$0	\$0	\$4,800	\$4,800
OTHER (ITEMIZED)	\$43,386	\$591,384	\$634,770	\$231,007	\$865,777
TOTAL REQUESTED FROM VDSS	\$844,845	\$1,516,425	\$2,361,270	\$766,609	\$3,127,879

		AMOUNT	PERCENT OF BUDGET
TOTAL REQUESTED FROM VDSS		\$2,361,270	75.5%
SUPPLIED FROM MATCH		\$766,609	24.5%
TOTAL PROJECT BUDGET		\$3,127,879	100.0%

BUDGET – MATCH DOCUMENTATION

APPENDIX C

July 1, 2006 TO June 30, 2008CONTRACTOR NAME: Council of Community Services

LINE ITEM	JUSTIFICATION	PROPOSED VDSS FUNDS
	(How Costs Were Determined)	
POSTAGE TOTAL:		\$2,548.00
Administrative	Postage	\$1,997.00
Program		\$551.00
RENT AND UTILITIES TOTAL:		\$26,994.00
Rent	Office Space	\$17,400.00
Utilities	Electric	\$3,609.00
Telephone	Local and Long Distance Expenditures, Verizon line usage fees	\$5,985.00
EQUIPMENT TOTAL:		\$0.00
Equipment Purchase		\$0.00
Equipment Rental		\$0.00
PRINTING TOTAL:		\$19,883.00
Administrative	General Coorespondence	\$2,398.00
Program	Directories & Quick Guides	\$17,485.00
CONSUMABLE SUPPLIES TOTAL:		\$4,140.00
Office	Ink Cartridges, Paper, CDs, Disks	\$4,140.00
Program		\$0.00
TRAVEL TOTAL:		\$6,542.00
Administrative	2-1-1 VIRGINIA/I&R Meeting; Trainings	\$4,882.00
Program	Miles for work in PDs 13,14,19 and 15	\$1,660.00
Sub-Total		\$60,107.00

BUDGET – MATCH DOCUMENTATION

APPENDIX C

July 1, 2006 TO June 30, 2008CONTRACTOR NAME: Council of Community Services

LINE ITEM	JUSTIFICATION (continued)	PROPOSED VDSS FUNDS
	Balance Brought Forward	\$60,107.00
	(How Costs Were Determined)	
OTHER TOTAL:		\$634,770.00
Audit		\$0.00
Computer Maintenance	Tech Support	\$650.00
Conferences/Meetings	AIRS Annual Conference	\$13,824.00
Employment Advertising		\$300.00
Indirect Costs	Negotiated at 21.2% per attached signed agreement (The Planning Council)	\$67,788.00
Insurance		\$0.00
Membership Dues	AIRS Membership, Taxonomy Subscription	\$2,270.00
Northern Virginia 2-1-1 calls	Funds used to roll 2-1-1 VIRGINIA in the Northern VA region	\$320,406.00
Professional Fees	2 Outreach Liaisons on a contractual basis to perform outreach activities to promote increase use of 2-1-1 through state departments, parternships and local agencies, Contracted Grant Writer to secure additional funds for Satewide system, roll call fee for Richmond	\$120,532.00
Subcontracts	Regional Centers expansion to include child care database information, statewide and additional staffing if needed	\$109,000.00
Website Audit		\$0.00
SOFTWARE TOTAL:		\$0.00
IRis License		\$0.00
Desktop Software		\$0.00
File Server Software		\$0.00
Norton Anti-Virus		\$0.00
Other (specify)		\$0.00
TOTAL AMOUNT REQUESTED FROM VDSS		\$694,877.00

BUDGET – MATCH DOCUMENTATION**APPENDIX C****July 1, 2006 TO June 30, 2008****CONTRACTOR NAME: Council of Community Services**

BUDGET CATEGORY	BRIEF DESCRIPTION	SOURCE	CASH	IN-KIND VALUE	TOTAL MATCH
Salaries	Salaries to carry out 2-1-1 VIRGINIA/I&R Activities	United Ways, Local Govt, VDH, Foundations, Sale of Products, Dues, VDHP	\$121,163	\$0	\$121,163
Employee Benefits	FICA/Fringe Benefits to carry out 2-1-1 VIRGINIA/I&R Activities	United Ways, Local Govt, VDH, Foundations, Sale of Products, Dues, VDHP	\$36,499	\$0	\$36,499
Postage	Mailing up-dates, correspondence, maintenance and lease on postage meter, overnight services	United Ways, Local Govt, VDH, Foundations, Sale of Products, Dues, VDHP	\$22,135	\$0	\$22,135
Rent and Utilities	Use of office space, electricity, water etc. Telephone expenses, local, long distance, PRI service	United Ways, Local Govt, VDH, Foundations, Sale of Products, Dues, VDHP	\$112,968	\$63,000	\$175,968
Equipment	Maintenance on Equipment and telephone system	United Ways, Local Govt, VDH, Foundations, Sale of Products, Dues, VDHP	\$15,312	\$74,000	\$89,312
Printing	Quick Guides, copier lease, outsourced printing jobs	United Ways, Local Govt, VDH, Foundations, Sale of Products, Dues, VDHP	\$36,520	\$0	\$36,520
Consumable Supplies	General office supplies	United Ways, Local Govt, VDH, Foundations, Sale of Products, Dues, VDHP	\$21,635	\$0	\$21,635
Travel	local and regional travel. VAIRS & AIRS Conference, Travel to Richmond	United Ways, Local Govt, VDH, Foundations, Sale of Products, Dues, VDHP	\$17,870	\$0	\$17,870
Hardware	Equipment (as needed)	United Ways, Local Govt, VDH, Foundations, Sale of Products, Dues, VDHP	\$3,100	\$6,600	\$9,700
Software	N/A	United Ways, Local Govt, VDH, Foundations, Sale of Products, Dues, VDHP	\$2,000	\$2,800	\$4,800
Other	Professional audit, certification, computer maintenance, AIRS conference, insurance, dues, professional fees, indirect costs, web audit,	United Ways, Local Govt, VDH, Foundations, Sale of Products, Dues, VDHP	\$210,315	\$20,692	\$231,007
TOTAL AMOUNT SUPPLIED FROM MATCH			\$599,517	\$167,092	\$766,609